

**PILLINGER MILLER TARALLO, LLP**  
**ATTORNEYS AT LAW**

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☐ 17 State Street, 7th Floor, New York, NY 10004 Tel: (212) 461-6115 Fax: (212) 461-6116  
☐ 126 N. Salina Street, Suite 215, Syracuse, NY 13202 Tel: (315) 471-6166 Fax: (315) 295-2575  
☐ 75 Livingston Avenue, Roseland, NJ 07068 Tel: (908) 941-1771 Fax: (908) 941-1785  
☐ 1880 JFK Blvd., Suite 1803, Philadelphia, PA 19103 Tel: (215) 789-6235 Fax: (215) 789-6236  
☐ 30 Oakwood Avenue, Norwalk, CT 06850 Tel: (203) 836-2307 Fax: (203) 836-2308  
☐ 1140 Franklin Avenue, Suite 214, Garden City, NY 11530-1675 Tel: (516) 408-5388 Fax: (516) 408-5389  
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Website: [www.pmtlawfirm.com](http://www.pmtlawfirm.com)

November 13, 2019

Honorable Sanket J. Bulsara  
United States Magistrate Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

**Re : Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc.**  
**Index No. : 1:18-cv-05066-NG-SJB**  
**PMT File No. : XL-00821/JLB**

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Honorable Sir:

Please be advised that we represent Defendant Truly Commerce, Inc. in the above-referenced matter. This office is not General or Corporate Counsel for Truly Commerce, Inc. We write in response to Plaintiff's November 12, 2019 letter and Defendant Day to Day's November 13, 2019 letter regarding the upcoming court conference to address the failure of the Parties to file a Stipulation of Dismissal.

Bow & Drape and Truly Commerce reached a settlement agreement during mediation on August 26, 2019. Discovery demands were not served prior to the settlement agreement. Bow & Drape and Truly Commerce signed a settlement agreement at the mediation, which was subject to a further agreement. The initial agreement did not contain any language requiring Truly Commerce to respond to future discovery demands or subpoenas or to accept a subpoena, post settlement on behalf of Truly Commerce. Part of Truly Commerce's consideration for settling the matter on said date was to avoid participating in discovery. (**Exhibit A**)

Post mediation Bow & Drape executed a settlement agreement that did not include any language requiring Truly Commerce to respond to future discovery demands or subpoenas or for Counsel to accept a subpoena to Truly Commerce's behalf. (**Exhibit B**). In addition, the releases required Bow & Drape to sign a stipulation of dismissal prior to the settlement check.

Honorable Sanket J. Bulsara  
United States Magistrate Judge  
Eastern District of New York  
Page | 2  
November 13, 2019

CATLIN SPECIALITY INSURANCE COMPANY shall pay the settlement sum as follows: XXXXXXXX, ("Settlement Sum") payable to BOW & DRAPE, INC. and Robinson + Cole as attorneys, and sent to the following address: 666 Third Avenue, 20th Floor, New York, NY 10017 within 30 days of receipt of the fully executed Settlement Agreement and Release and *fully executed Stipulation of Dismissal*.

In addition, the release states the following:

**Stipulation of Dismissal**

BOW & DRAPE, by and through its counsel will deliver the executed Stipulation of Dismissal (attached hereto as Exhibit "B") together with the executed Settlement Agreement and Release to counsel for TRULY COMMERCE who will hold it in escrow until the check for the Settlement Amount has cleared. Counsel for BOW & DRAPE will send an email to Counsel for TRULY COMMERCE once the Settlement Amount has cleared. Then, TRULY COMMERCE, by and through its counsel, will file the Stipulation of Dismissal with the United States District Court for the Eastern District of New York (7) days after clearance of the Settlement Amount.

Plaintiff's counsel returned the fully executed release on October 10, 2019. He agreed that our office could sign the Stipulation of Dismissal on his behalf. (See **Email Exhibit C**). On October 14, 2019 Plaintiff's counsel requested that the stipulation of dismissal be revised to include a statement that the claims against Day to Day were not dismissed. Our office agreed and then contacted counsel for Day to Day to determine Day to Day would consent to dismiss all cross claims against Truly Commerce. On October 30, 2019 counsel for Day to Day agreed that he would sign a stipulation of dismissal dismissing all cross-claims against Truly Commerce. Our office sent a revised Stipulation of Dismissal including Plaintiff's requested changes and language dismissing all cross-claims on November 7, 2019. (**Exhibit D**).

**Truly Commerce's Position Regarding Discovery Demands and Subpoena Service:**

1. The discovery demand was served on this office 3 days after a settlement agreement was signed. There is no Court order requiring Truly Commerce to respond to these demands.



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XL-00821/1520523/Correspondence/JLB

Honorable Sanket J. Bulsara  
United States Magistrate Judge  
Eastern District of New York  
Page | 3  
November 13, 2019

There is no requirement that Truly Commerce respond to these demands in either settlement agreement. Thus, Truly Commerce is not obligated to respond to said demands.

2. This office has not been retained as corporate counsel for Truly Commerce to represent them as a non-party to this action and does not have the authority or consent to accept a subpoena on their behalf. Plaintiff's suggestion that serving a subpoena on Pillinger Miller Tarallo, LLP is proper service pursuant to FRCP 45 without Truly Commerce's consent is misplaced. We have no such authority and cannot accept a non-party subpoena on their behalf.

**Truly Commerce's Position Regarding Day to Day's Appearance at the November 15, 2019 Compliance Conference:**

1. As there is at least one shared principal between Day to Day and Truly Commerce, we respectfully request Day to Day's presence at the conference. Given the religious observance requirements, we request that the November 15, 2019 conference be consolidated with the settlement conference on November 14, 2019 so all parties can be present when these issues are addressed by the parties and the Court. In the alternative, we request a short adjournment.

Truly Commerce would like to proceed with settlement as previously agreed. Plaintiff's counsel is free to serve a subpoena on Truly Commerce via other means.

Very truly yours,

PILLINGER MILLER TARALLO, LLP

By:

\_\_\_\_\_  
JENNIFER L BUDNER

JLB/

cc: J. Gregory Lahr, Esq.  
Robinson + Cole  
Attorney for Plaintiff  
Bow & Drape, Inc.  
Chrysler East Building  
666 Third Avenue  
20th Floor  
New York, NY 10017



Honorable Sanket J. Bulsara  
United States Magistrate Judge  
Eastern District of New York

Page | 4

November 13, 2019

Baruch S. Gottesman, Esq.  
Baruch Simcha Gottesman  
Attorney for Defendant  
Day Imports Inc.

185-12 Union Turnpike  
Fresh Meadows, NY 11366



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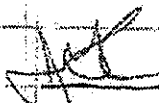
XL-00821/1520523/Correspondence/JLB

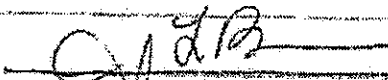
**EXHIBIT A**

BOW & DRAPE V. TRULY COMMERCE INC ET AL  
EDNY CIVIL ACTION NO. 18-CV-05066

Following a court-ordered mediation before Alida Camp, Esq., the following settlement terms are agreed between Bow & Drape and Truly Commerce only, subject to a further settlement agreement:

1. Payment by Truly Commerce (or on its behalf) in the amount of \$150,000.00 to Bow & Drape within 30 days after full execution of the settlement agreement. receipt of
2. Bow & Drape releases Truly Commerce and Cathin Specialty Insurance Co. (Policy No. 0400306199) (Policy <sup>Period</sup> 9/9/17-9/9/18).
3. Settlement subject to confidentiality.
4. This agreement excludes all claims against Day to Day Imports, Inc., which remains a defendant in the Action.

 J. Gregory Lahr  
Bow & Drape  
8/26/2019

  
Truly Commerce  
8/26/2019

**EXHIBIT B**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

**KNOW ALL PEOPLE BY THESE PRESENTS:**

BOW & DRAPE, INC. ("BOW & DRAPE"); and

TRULY COMMERCE INC. ("TRULY COMMERCE");

(Hereinafter, BOW & DRAPE and TRULY COMMERCE shall be, collectively, the "Parties").

**WHEREAS**, BOW & DRAPE brought an action against TRULY COMMERCE in the Supreme Court, State of New York, County of Kings, Index No. 510762/2018, wherein the case was removed to to the United States District Court for the Eastern District of New York, Index No. 1:18 cv 05066 NG SJB (hereinafter the "Action"), alleging, among other things, that BOW & DRAPE sustained monetary damages for TRULY COMMERCE'S alleged breach of contract, negligence and unjust enrichment stemming from their alleged mishandling of BOW & DRAPE'S goods while in TRULY COMMERCE'S warehouse in Los Angeles, California.

**WHEREAS**, the Parties to this Settlement Agreement and General Release ("Agreement") desire to resolve the claims and causes of action in the above referenced Action;

**WHEREAS**, this Settlement Agreement and Release does not include Day to Day Imports Inc. ("DTD"), and Plaintiff's claims against DTD shall remain;

**WHEREAS**, the Contract ("Transaction") is described as an agreement between the parties whereby TRULY COMMERCE was to receive, warehouse, count, split, repackage, tag, label, ship/distribute goods on behalf of BOW & DRAPE ("TRANSACTION"); and

**WHEREAS**, no party hereto is an infant or an incompetent person for whom a committee has been appointed.

**NOW, THEREFORE, IT HEREBY IS AGREED:**

**1. Release and Discharge of All Claims, Actions, Lawsuits, etc. by BOW & DRAPE**

That the undersigned BOW & DRAPE, in exchange for a payment of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Settlement Amount") as set forth in the Mediation Agreement (attached as Exhibit "A") (the sufficiency and receipt of which is hereby acknowledged), does hereby release, acquit and forever discharge TRULY COMMERCE INC. and CATLIN SPECIALITY INSURANCE COMPANY, and their agents, servants, principals, members, shareholders, attorneys, officers, successors, assigns, heirs, executors, employees, subsidiaries, affiliates,

related companies, parent companies, insurance companies and administrators ("RELEASEES") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, nuisances, damages, extents, executions, claims, and demands whatsoever, in law, or equity, which BOW & DRAPE has, may have or could have had against RELEASEES, ever had, now have or hereafter can, shall or may have, asserted or that could have been asserted by BOW & DRAPE against RELEASEES, including, but not limited to, any and all contractual claims, Uniform Commercial Code claims, claims to recover attorneys' fees, tort claims, negligence claims, unjust enrichment claims and all other claims whether known or unknown, asserted or that could have been asserted, fixed or contingent, from the beginning of the world to and including the date of this Release only with respect to the Action, the subject matter set forth in BOW & DRAPE'S complaint in this Action and the Transaction(s) (The "Release"). The releases set forth in this Agreement are irrevocable and unconditional.

For clarification, Releasees do not include DTD, or any of its agents, servants, principals, members, shareholders, attorneys, officers, successors, assigns, heirs, executors, employees, subsidiaries, affiliates, related companies, parent companies, insurance companies and administrators.

Payment of the Settlement Amount (once cleared) shall constitute a release and full satisfaction of the subject action as against Truly Commerce only.

CATLIN SPECIALITY INSURANCE COMPANY shall pay the settlement sum as follows: \$150,000.00, ("Settlement Sum") payable to BOW & DRAPE, INC. and Robinson + Cole as attorneys, and sent to the following address: 666 Third Avenue, 20th Floor, New York, NY 10017 within 30 days of receipt of the fully executed Settlement Agreement and Release and fully executed Stipulation of Dismissal. Payment will be made within 30 days of receipt of executed Settlement Agreement and Release.

Bow & Drape expressly represents and warrants that they have not assigned or transferred any of the claims released under this Agreement, or any portion of or interest in any such claims, to any other individual, person, firm, or other entity of any kind whatsoever.

It is understood and agreed that this settlement is a compromise of this Action and that the payment of the Settlement Amount made is not to be construed as an admission of liability on the part of the RELEASEES.

No other promises, inducements or agreements not herein expressed herein have been made, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

Should CATLIN SPECIALITY INSURANCE COMPANY fail to deliver the Settlement Amount within (30) days of execution of the Agreement or if CATLIN SPECIALITY INSURANCE COMPANY's check is dishonored by any banking institution, counsel for BOW & DRAPE shall serve TRULY COMMERCE/TRULY COMMERCE's counsel with a (7) day notice to cure by email to the addresses set forth in the Notice section below.

2. Stipulation of Dismissal

BOW & DRAPE, by and through its counsel will deliver the executed Stipulation of Dismissal (attached hereto as Exhibit "B") together with the executed Settlement Agreement and Release to counsel for TRULY COMMERCE who will hold it in escrow until the check for the Settlement Amount has cleared. Counsel for BOW & DRAPE will send an email to Counsel for TRULY COMMERCE once the Settlement Amount has cleared. Then, TRULY COMMERCE, by and through its counsel, will file the Stipulation of Dismissal with the United States District Court for the Eastern District of New York (7) days after clearance of the Settlement Amount.

3. Non Disclosure

The Settlement Agreement and General Release, and any information relating to this Agreement, including the monetary amount of the settlement, or the Action involved in arriving at this Agreement are confidential and shall not be disclosed. The any information of an unpublished, confidential, or proprietary nature obtained leading up to or after this Agreement, for any subsequent purpose will not be used or disclosed after the execution of this Agreement.

The terms, conditions and existence of this Agreement shall be confidential, and that none of the information shall be disclosed to any other persons without the prior written consent of the other Parties to this Agreement, unless such disclosure is required by operation of law or for the enforcement of the provisions of this Agreement.

4. Entire Agreement and Successors in Interest

This Agreement contains the entire agreement between BOW & DRAPE and TRULY COMMERCE with regard to the matters set forth herein and shall be binding upon and inure to the benefit of their respective agents, servants, principals, members, shareholders, attorneys, officers, successors, assigns, heirs, executors, employees,

subsidiaries, affiliates, related companies, parent companies, insurance companies, administrators, executors, personal representatives, heirs, successors and assigns of each, except as otherwise provided herein.

5. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York; and the United States District Court for the Eastern District of New York shall retain jurisdiction over any dispute arising out of, relating to, or concerning this Agreement.

6. Effectiveness

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties when all the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all Parties hereto, notwithstanding that not all of the Parties are signatories to the same counterpart.

7. Severability

Should any one portion of this Agreement be found unenforceable for any reason by a court of competent jurisdiction, such failure of one clause will not vitiate the entire Agreement and all other terms and conditions of this Agreement shall remain in full force and effect.

8. Construction and Interpretation

This Agreement or any uncertainty or ambiguity therein shall not be construed against any one Party or several Parties but shall be construed as if all Parties to this Agreement jointly prepared this Agreement. The Parties acknowledge and agree that this Agreement and its provisions shall be construed according to their common or ordinary meaning and without interpretive favor or prejudice to any Party. None of the Parties shall be considered the drafter of this Agreement or any provision of the Agreement for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

The Agreement and the Release are the result of arm's length negotiations among the Parties and their attorneys and that the Parties and their attorneys have contributed substantially and materially to the preparation of this Agreement.

**9. Notices**

All notices required under this Agreement shall be sent to the following parties, via email:

Jennifer L. Budner, Esq.  
PILLINGER MILLER TARALLO, LLP  
Attorneys for Defendant  
Truly Commerce, Inc.  
555 Taxter Road, 5th Floor  
Elmsford, New York 10523  
(914) 703-6300  
Email: jbudner@pmtlawfirm.co,  
Our File No. XL-00821/JLB

Gregory Lahr, Esq.  
ROBINSON + COLE, ESQS.  
Attorney for Plaintiff  
Bow and Drape, Inc.  
Chrysler East Building  
666 Third Avenue, 20th Floor  
New York, New York 10017  
(212) 451-2933  
Email: Glahr@rc.com

**10. Complete Agreement**

It is further agreed, declared and represented that no promise, inducement, representation or agreement not herein expressed has been made to any party or caused them to enter this Settlement Agreement and General Release. This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital. This is a fully integrated agreement. It may not be altered or modified by oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all parties in interest at the time of the alteration or modification.

Bow & Drape has relied solely upon the legal advice of his/her/its attorneys and that the terms of this Agreement are fully understood and voluntarily accepted by him/her/it. Bow & Drape represents and warrants to the signatory below is duly authorized and empowered to execute, deliver and perform this Agreement and acknowledge that it has been provided with the opportunity to discuss and review the terms of this Agreement with its attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein.

It is expressly understood and agreed that by executing this Agreement the signatory represents and acknowledges that he/she has express authorization to bind BOW & DRAPE and that BOW & DRAPE which has been made aware of the terms of this Agreement and has acknowledged and agreed to be bound by same.

IN WITNESS WHEREOF, Bow & Drape hereunto set their hand and seal on the 10 day of October, 2019.

IN PRESENCE OF

Aubrie Pagano

BOW & DRAPE, INC.  
(Print Name)



BOW & DRAPE, INC.  
(Signature)

STATE OF NEW YORK

COUNTY OF New York

On this 10<sup>th</sup> day of October, 2019, before me, Aubrie Pagano personally appeared and known to me to be the same person described in and who executed the within Instrument and he/she duly acknowledged to me that he/she has executed same.

  
NOTARY PUBLIC

J. GREGORY LAHN  
Notary Public, State of New York  
No. 021A8154231  
Qualified in New York County  
Commission Expires October 30  
January 10, 2023

**EXHIBIT C**

UNITED STATES DISTRICT COURT  
OF THE EASTERN DISTRICT OF NEW YORK

-----X

BOW & DRAPE, INC.,

STIPULATION OF  
DISMISSAL

- against -

Index No.  
1:18-cv-05066-NG-SJB

TRULY COMMERCE INC. and DAY TO DAY  
IMPORTS INC.,

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties to the above-captioned matter that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action herein, the above-entitled action be and the same is hereby dismissed, with prejudice and without costs to any party as against another. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: Elmsford, New York  
September 4, 2019



PILLINGER MILLER TARALLO, LLP  
Attorneys for Defendant  
Truly Commerce, Inc.  
555 Taxter Road, 5th Floor  
Elmsford, NY 10523  
(914) 703-6300  
PMT File No. XL-00821/JLB



ROBINSON & COLE  
Attorney for Plaintiff  
Bow & Drape, Inc.  
Chrysler East Building  
666 Third Avenue  
20th Floor  
New York, NY 10017  
(212) 451-2933

**Jennifer L. Budner**

---

**From:** Lahr, Gregory <GLahr@rc.com>  
**Sent:** Thursday, October 10, 2019 12:25 PM  
**To:** Katlyn Emerick  
**Cc:** Jennifer L. Budner  
**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Can you please sign on my behalf, thanks.

**J. Gregory Lahr**

Robinson & Cole LLP  
Chrysler East Building  
666 Third Avenue, 20th floor  
New York, NY 10017  
Direct 212.451.2933 | Fax 212.451.2999  
[glahr@rc.com](mailto:glahr@rc.com) | [www.rc.com](http://www.rc.com)

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**Robinson+Cole**

Boston | Hartford | New York | Providence | Miami | Stamford  
Los Angeles | Wilmington | Philadelphia | Albany | New London

**From:** Katlyn Emerick <kemerick@pmtlawfirm.com>  
**Sent:** Thursday, October 10, 2019 12:24 PM  
**To:** Lahr, Gregory <GLahr@rc.com>  
**Cc:** Jennifer L. Budner <jbudner@pmtlawfirm.com>  
**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Please send us the signed Stipulation of Dismissal (attached as Exhibit "B")

---

**From:** Lahr, Gregory [<mailto:GLahr@rc.com>]  
**Sent:** Thursday, October 10, 2019 12:18 PM  
**To:** Katlyn Emerick  
**Cc:** Jennifer L. Budner  
**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Hi Katlyn, please see attached.

Thanks,  
Greg

**J. Gregory Lahr**

Robinson & Cole LLP  
Chrysler East Building  
666 Third Avenue, 20th floor  
New York, NY 10017  
Direct 212.451.2933 | Fax 212.451.2999  
[glahr@rc.com](mailto:glahr@rc.com) | [www.rc.com](http://www.rc.com)

---

**Robinson+Cole**

Boston | Hartford | New York | Providence | Miami | Stamford  
Los Angeles | Wilmington | Philadelphia | Albany | New London

**From:** Katlyn Emerick <[kemerick@pmtlawfirm.com](mailto:kemerick@pmtlawfirm.com)>

**Sent:** Friday, October 4, 2019 3:21 PM

**To:** Lahr, Gregory <[GLahr@rc.com](mailto:GLahr@rc.com)>

**Cc:** Jennifer L. Budner <[jbudner@pmtlawfirm.com](mailto:jbudner@pmtlawfirm.com)>

**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ;

Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

**Importance:** High

Thanks Greg –

Attached is the Release with your changes. The Stipulation of Dismissal is contained therein as an Exhibit. Please have your client sign/execute the Release before a Notary Public and return same to our office with the executed Stipulation of Dismissal and your firm's W9.

I believe there is an order that we have to file the Stipulation of Dismissal by 10/9/19.

Regards,

*Katlyn Emerick*

Paralegal

**Pillinger Miller Tarallo, LLP**



555 Taxter Road, Ste 5

Elmsford, NY 10523

P: (914) 703-6300 x. 1271

F: (914) 703-6688

E: [kemerick@pmtlawfirm.com](mailto:kemerick@pmtlawfirm.com)

[www.pmtlawfirm.com](http://www.pmtlawfirm.com)

**Westchester - New York City - Garden City - Syracuse - New Jersey - Philadelphia - Connecticut**

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**From:** Lahr, Gregory [<mailto:GLahr@rc.com>]

**Sent:** Wednesday, October 02, 2019 5:46 PM

**To:** Katlyn Emerick

**Cc:** Jennifer L. Budner

**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ;

Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Hi Katlyn, please see revised draft, redlined.

Thanks,  
Greg

**J. Gregory Lahr**

Robinson & Cole LLP  
Chrysler East Building  
666 Third Avenue, 20th floor  
New York, NY 10017  
Direct 212.451.2933 | Fax 212.451.2999  
[glahr@rc.com](mailto:glahr@rc.com) | [www.rc.com](http://www.rc.com)

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**Robinson+Cole**

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Los Angeles | Wilmington | Philadelphia | Albany | New London

**From:** Katlyn Emerick <[kemerick@pmtlawfirm.com](mailto:kemerick@pmtlawfirm.com)>

**Sent:** Wednesday, September 18, 2019 1:02 PM

**To:** Lahr, Gregory <[GLahr@rc.com](mailto:GLahr@rc.com)>

**Cc:** Jennifer L. Budner <[jbudner@pmtlawfirm.com](mailto:jbudner@pmtlawfirm.com)>

**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ;  
Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

See attached release in WORD. Assuming you want to make a few revisions, please RED LINE all revisions so we can easily compare.

Thanks!

*Katlyn Emerick*

Paralegal

Pillinger Miller Tarallo, LLP



555 Taxter Road, Ste 5

Elmsford, NY 10523

P: (914) 703-6300 x. 1271

F: (914) 703-6688

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**From:** Lahr, Gregory [mailto:GLahr@rc.com]

**Sent:** Wednesday, September 18, 2019 12:54 PM

**To:** Katlyn Emerick

**Cc:** Jennifer L. Budner

**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Thank you Katlyn, can you please send a word doc.

---

**From:** Katlyn Emerick [mailto:kemerick@pmtlawfirm.com]

**Sent:** Wednesday, September 18, 2019 12:49 PM

**To:** Lahr, Gregory

**Cc:** Jennifer L. Budner

**Subject:** RE: Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

**Importance:** High

Mr. Lahr –

Please see the attached Settlement Agreement and Release (Stipulation of Dismissal is contained therein as an Exhibit). Please have your client sign/execute the Release before a Notary Public and return same to our office with the executed Stipulation of Dismissal and your firm's W9.

Thank you for your attention to this matter and if you should have any questions, please do not hesitate to contact the undersigned.

Best Regards,

*Katlyn Emerick*

Paralegal

Pillinger Miller Tarallo, LLP



555 Taxter Road, Ste 5

Elmsford, NY 10523

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F: (914) 703-6688

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**From:** Jennifer L. Budner

**Sent:** Wednesday, September 11, 2019 7:32 PM

**To:** Lahr, Gregory

**Cc:** Katlyn Emerick

**Subject:** Bow & Drape, Inc. v. Truly Commerce Inc. and Day to Day Imports Inc. ; Your Claim No: 100-00-007747 ; Insured: Truly Commerce Inc. ; Date of Loss: ; Our Matter ID: XL-00821

Hi Greg,

I almost finished with the draft of the release and stipulation of dismissal. Hope to send you a draft by tomorrow end of day.

Best,

Jennifer L. Budner

Partner

Pillinger Miller Tarallo, LLP



555 Taxter Road, 5<sup>th</sup> Floor

Elmsford, NY 10523

P: (914) 703-6300 x 1262

F: (914) 703-6688

E: [jbudner@pmtlawfirm.com](mailto:jbudner@pmtlawfirm.com)

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**EXHIBIT D**

**Jennifer L. Budner**

**From:** Baruch Gottesman <baruch.gottesman@gmail.com>  
**Sent:** Wednesday, October 30, 2019 12:21 PM  
**To:** Jennifer L. Budner  
**Cc:** glahr@rc.com  
**Subject:** Re: Request to Adjourn November 15, 2019 Settlement Conference in Bow & Drape v. Truly Commerce

Yes - you can sign the stip for me.

As always, please feel free to be in touch with me further if you have any questions, comments, or concerns about this or any other matter.

Respectfully,

Baruch S. Gottesman

Baruch S. Gottesman, Esq.  
185-12 Union Turnpike  
Fresh Meadows, NY 11366

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On Wed, Oct 30, 2019 at 12:12 PM Jennifer L. Budner <[jbudner@pmtlawfirm.com](mailto:jbudner@pmtlawfirm.com)> wrote:

Baruch,

I have no objection as long as you respond to my various emails inquiring as to whether you will sign the stipulation of dismissal, dismissing the cross claims against TC. As you know plaintiff's claims against TC have been resolved via settlement. We have a signed release and will be issuing a check shortly. I need a response one way or another so we can file the stipulation of dismissal.

Thanks,

Jennifer L. Budner

Partner

Pillinger Miller Tarallo, LLP



555 Taxter Road, 5<sup>th</sup> Floor

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**From:** Baruch Gottesman [<mailto:baruch.gottesman@gmail.com>]

**Sent:** Wednesday, October 30, 2019 11:33 AM

**To:** [glahr@rc.com](mailto:glahr@rc.com); Jennifer L. Budner

**Subject:** Request to Adjourn November 15, 2019 Settlement Conference in Bow & Drape v. Truly Commerce

unsel:

This morning I received the rescheduling of the November 14, 2019 settlement conference, which has been scheduled to November 15, 2019 at 4:30 PM. Myself (and my client) are Sabbath-observant and Sundown at evening is 4:38. Do you object to my client filing a request to recess the settlement conference a week until the 20th (or some other time the next week that works for the Judge)?

Please let me know one way or the other - thanks!

As always, please feel free to be in touch with me further if you have any questions, comments, or concerns about this or any other matter.

Respectfully,

Baruch S. Gottesman

Baruch S. Gottesman, Esq.  
185-12 Union Turnpike  
Fresh Meadows, NY 11366

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UNITED STATES DISTRICT COURT  
OF THE EASTERN DISTRICT OF NEW YORK

-----X  
BOW & DRAPE, INC.,

- against -

STIPULATION OF  
DISMISSAL AS TO  
DEFENDANT TRULY  
COMMERCE INC. ONLY

TRULY COMMERCE INC. and DAY TO DAY  
IMPORTS INC.,  
-----X

Index No.

1:18-cv-05066-NG-SJB

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties to the above-captioned matter that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action herein, the above-entitled action be and the same is hereby dismissed as to Defendant TRULY COMMERCE INC. only, with prejudice and without costs to any party as against another.

IT IS FURTHER STIPULATED AND AGREED that all cross-claims asserted by or against TRULY COMMERCE INC. and DAY TO DAY IMPORTS INC., whether now pending or to be brought in the future, derived from the subject matter of this litigation, are hereby discontinued with prejudice and/or waived.

This stipulation may be filed without further notice with the Clerk of the Court.

Dated: Elmsford, New York  
September 4, 2019

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PMT File No. XL-00821/JLB

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